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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL, GAS AND MINERAL LEASE
(To Correct the Description of Lands Covered by the Lease and Amend Pooling Provisions)

STATE OF TEXAS	}	
	{	KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF TARRANT	}	

THAT, WHEREAS, by Oil and Gas Lease dated October 24, 2002, as recorded in Tarrant County Clerk Document No. D203145442, Official Public Records, Tarrant County, Texas (the "Lease"), **Ina Bea Jameson, Trustee of the William Blake Jameson and Ina Bea Jameson Revocable Living Trust and as Attorney-in-Fact for William Blake Jameson** ("Lessor"), did lease unto **Gregg D. Brinkley** for the purposes set forth therein, lands in the Z.D. Davis Survey, A-1888, Tarrant County, Texas (the "leased premises"), reference being here made to the Lease, and the record thereof, for a more particular description of said lands; and

WHEREAS, it has been determined that the description of the leased premises and the deed reference provided in that lease are incorrect; and

WHEREAS, QUICKSILVER RESOURCES INC.,("Lessee") is the present owner of all the right, title and interest of the Lease under and by virtue of the Lease; and

NOW, THEREFORE, for the same consideration paid to Lessor, by Lessee, for the Lease, and the further consideration of the mutual advantages to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned do hereby covenant and agree that the Lease is hereby amended and modified as follows:

By deleting those lands referenced in Paragraph 1 and as described in "EXHIBIT A" of the Lease in its entirety and substituting and inserting in lieu thereof the following description of the lands intended to be covered by said lease, to wit:

EXHIBIT A

9.221 ACRES, MORE OR LESS, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN TWO (2) TRACTS, AS FOLLOWS:

TRACT ONE: A PARCEL OF LAND BEING 8.689 ACRES, MORE OR LESS, LOCATED IN THE Z.D. DAVIS SURVEY, A-1888, TARRANT COUNTY, TEXAS, BEING THE SAME LANDS DESCRIBED AS TRACT A IN A GENERAL WARRANTY DEED (ALL CASH), DATED SEPEMBER 22, 2000, FROM WILLIAM BLAKE JAMESON AND WIFE, INA BEA JAMESON, GRANTORS, TO INA BEA JAMESON, TRUSTEE OF THE WILLIAM BLAKE JAMESON AND INA BEA JAMESON REVOCABLE LIVING TRUST, GRANTEES, RECORDED IN VOLUME 14538, PAGE 435, DEED RECORDS, TARRANT COUNTY, TEXAS.

TRACT TWO: A PARCEL OF LAND BEING 0.532 ACRES, MORE OR LESS, LOCATED IN THE Z.D. DAVIS SURVEY, A-1888, TARRANT COUNTY, TEXAS, BEING THE SAME LANDS CALLED 0.5 ACRE AND DESCRIBED AS THE THIRD TRACT IN A SPECIAL WARRANTY DEED DATED SEPEMBER 11, 1995, FROM WILLIAM BLAKE JAMESON AND WIFE, INA BEA JAMESON, GRANTORS, TO INA BEA JAMESON, TRUSTEE OF THE WILLIAM BLAKE JAMESON AND INA BEA JAMESON REVOCABLE LIVING TRUST, GRANTEES, RECORDED IN VOLUME 12385, PAGE 1941, DEED RECORDS, TARRANT COUNTY, TEXAS.

AND, WHEREAS, Lessor did execute an Amendment to Oil, Gas and Mineral Lease dated August 18, 2008 (the "First Lease Amendment") as recorded in Tarrant County Clerk Document No. D208326971, Official Public Records, Tarrant County, Texas therein amending the pooling provisions contained in Paragraph 4 of the Lease and in Exhibit "B" additional Lease Paragraph 17 limiting Lessee's right to pool the leased premises.

NOW THEREFORE, for the consideration as stated above, Lessor and Lessee desire that this Lease Amendment shall supersede the First Lease Amendment and further amend the Lease to authorize Lessee to form pooled units as hereinafter provided:


Lessor and Lessee hereby delete existing Paragraph 17 from the Lease, thus allowing pooling or unitization on the terms set forth in Paragraph 4 of the Lease, and do hereby modify existing Paragraph 4 of the Lease to allow Lessee, in the circumstances of drilling a horizontal well or wells on a unit that includes the leased premises, to create, establish, enlarge or modify such units to contain the maximum amount of acreage that may be assigned to a horizontal drainhole for proration, allowable and spacing purposes under the rules and regulations of the Railroad Commission of the State of Texas, including, but not limited to, Rule 3.86(d)(1) of the Rules of the Texas Railroad Commission 16 Tex. Admin. Code, Section 3.86, as the same may be amended, based on the horizontal drainhole displacement and lateral extent of the horizontal well bore around which the unit is formed. Lessor recognizes the size of a pooled unit or units that may be formed is dependent on the depth and horizontal and lateral length of the well bore for each well, and many vary from well to well, and the pooling provision in Paragraph 4 of the Lease, as now amended, shall henceforth allow Lessee in connection with the drilling of horizontal wells to include the Lease in a unit or units for a horizontal well which contains the maximum amount of acreage and lands as permitted by Statewide Rule 86 of the Railroad Commission of the State of Texas, for horizontal wells, to obtain the maximum allowable per well, and comply with all applicable spacing and proration rules and regulations.


In all other respects, except as expressly amended hereby, the Lease shall remain in full force and effect as written, and for the same consideration hereinabove recited, the undersigned does hereby Adopt, Ratify and Confirm said Lease, as the same is hereby amended, in all its terms and provisions, and does hereby Grant, Lease and Let to Quicksilver Resources Inc., its successors and assigns, the lands covered by the Lease, as hereby amended, pursuant to and in accordance with the provisions of the Lease, as hereby amended, and the undersigned does hereby declare that said Lease, as hereby amended, in all its terms and provisions, is binding on the undersigned and that said Lease is a valid and subsisting Oil, Gas and Mineral Lease.

This Amendment shall be effective as to all parties executing same, regardless of whether it is signed by all of the parties named below, and may be executed in multiple counterparts, all of which may be considered as a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Oil, Gas and Mineral Lease this 26 day of April, 2010.

LESSOR:


 NORMAN LOWELL JAMESON,
 SUCCESSOR CO-TRUSTEE OF THE
 WILLIAM BLAKE JAMESON AND
 INA BEA JAMESON REVOCABLE
 LIVING TRUST

_____ 

LESSEE:


 KATHLEEN A. BARM
 QUICKSILVER RESOURCES INC.

BY:

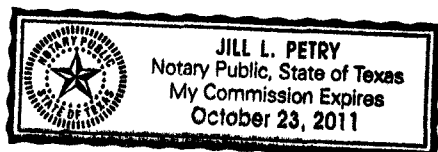
Attorney-in-fact

(notary attached)

STATE OF TEXAS

COUNTY OF KLEEBERG

This instrument was acknowledged before me on this 26th of April, 2010, by **NORMAN LOWELL JAMESON, SUCCESSOR CO-TRUSTEE OF THE WILLIAM BLAKE JAMESON AND INA BEA JAMESON REVOCABLE LIVING TRUST..**

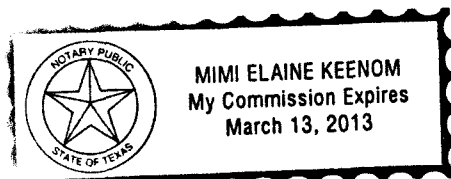


Jill L. Petry
Notary Public

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this 25th day of MAY, 2010, by Kathleen A. Boone
Attorney-in-Fact of **QUICKSILVER RESOURCES INC.,** a Delaware corporation, on behalf of
said Corporation.



Mimi Elaine Keenom
Notary Public

After Recording - Return To:

Jerry W. Priddy
P. O. Box 7212
Bryan, Texas 77805

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

KIRK SIMMONS INC
3601 NE LOOP 820 108
FTW, TX 76137

Submitter: JERRY W PRIDDY

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/10/2010 4:03 PM

Instrument #: D210139585

LSE

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PGS

\$24.00

By: _____

Suzanne Henderson

D210139585

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD